

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 24-cv-60984-Rosenberg/Augustin-Birch**

MELINDA MICHAELS,

Plaintiff,

v.

SEAWATER PRO LLC, and  
MICHAEL SPANOS A/K/A MIKE SPANOS,

Defendants.

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**AMENDED COMPLAINT**  
*{Jury Trial Demanded}*

Plaintiff MELINDA MICHAELS (“Michaels”) brings this action against Defendants SEAWATER PRO LLC (“SeaWater Pro”) and MICHAEL SPANOS A/K/A MIKE SPANOS (“Spanos”) and alleges as follows:

1. This is an action arising under the Fair Labor Standards Act 29 U.S.C. §§ 201-219 (“FLSA”). Jurisdiction is conferred on this Court by 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).
2. At all times material hereto, Plaintiff was a resident of Florida and an “employee” of Defendants as defined by the FLSA.
3. At all times material hereto, SeaWater Pro was a Florida corporation that regularly transacted business in Broward County, Florida.
4. Upon information and belief, SeaWater Pro’s gross sales or business generated was over \$500,000 per year at all times material hereto.

5. SeaWater Pro has employees handling, selling, or otherwise working on goods or materials that were moved in or produced for commerce, including but not limited to computers, phones, pens, and paper.

6. SeaWater Pro was an enterprise engaged in commerce or the production of goods for commerce and is covered by the FLSA at all times material hereto.

7. At all times material hereto, Michaels engaged in interstate communication on a regular and recurring basis, including but not limited to communication via telephone with vendors located in India several times per week.

8. Michaels engaged in interstate commerce on a regular and recurring basis and is individually covered by the FLSA.

9. Spanos is an FLSA employer as defined in 29 U.S.C. § 203(d), is an owner and/or manager of SeaWater Pro, ran the day-to-day operations, had operational control over SeaWater Pro, and was directly involved in decisions affecting duties, employee compensation, and hours worked by employees, such as Plaintiff.

10. SeaWater Pro operates a business engaged in sales of watermakers for boats.

11. Michaels worked for Defendants as a manager.

12. Defendants failed to pay Michaels' full and proper minimum wages.

13. Defendants knowingly and willfully refused to pay Plaintiff's legally-entitled wages.

14. Attached as **Exhibit A** is a preliminary calculation of Michaels' claims including date ranges, hours worked, rates of pay, and unpaid wages; these amounts may change as Plaintiff engages in the discovery process.

15. Plaintiff retained the services of the undersigned and is obligated to pay for the legal services provided.

**COUNT I**  
**VIOLATION OF THE FAIR LABOR STANDARDS ACT**  
**AGAINST ALL DEFENDANTS**

16. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1-15 above as if set forth herein in full.

17. Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b), Plaintiff is entitled to (i) unpaid minimum wages and (ii) liquidated damages.

18. Plaintiff seeks recovery of damages as referenced above and further seeks interest, costs, and attorneys' fees pursuant to 29 U.S.C. § 216(b).

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, plus costs, reasonable attorneys' fees, and such other remedy as the court deems just and appropriate.

**COUNT II**  
**VIOLATION OF FLORIDA MINIMUM WAGE ACT**  
**AGAINST ALL DEFENDANTS**

19. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1-15 above as if set forth herein in full.

20. The Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

21. Defendants intentionally and willfully did not pay Plaintiff the full and proper minimum wages pursuant to Florida Statute § 448.110.

22. Plaintiff complied with the pre-suit notice requirement before bringing this claim.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, plus costs, reasonable attorneys' fees, equitable relief, and such other remedy as the Court deems just and appropriate.

Respectfully submitted,

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